

# Third-Party Indemnity Contract for Vendors

This Third-Party Indemnity Contract ("Agreement") is entered into as of \_\_\_\_\_, by and between [Vendor Name], hereinafter referred to as "Vendor", and [Company Name], hereinafter referred to as "Company".

## 1. Purpose

The purpose of this Agreement is to set forth the indemnification obligations of the Vendor to the Company in connection with the Vendor's provision of goods or services.

## 2. Indemnification

The Vendor agrees to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- The Vendor's acts or omissions in connection with this Agreement;
- Any breach of this Agreement by the Vendor;
- Violation of any law, regulation, or third-party rights by the Vendor;
- Any claim that the goods or services provided by the Vendor infringe or misappropriate any intellectual property right of a third party.

## 3. Notification and Defense of Claims

The Company shall promptly notify the Vendor in writing of any claim subject to this indemnity. The Vendor shall control the defense and settlement of any such claim, provided that the Company may participate in such defense with its own counsel at its own expense. The Vendor may not settle any claim without the Company's prior written consent if the settlement would impose any liability or obligation on the Company.

## 4. Limitation of Liability

Nothing in this Agreement shall limit either party's liability for gross negligence, willful misconduct, or liability that may not be limited by law.

## 5. Term and Termination

This Agreement shall commence on the effective date set forth above and shall continue in effect until terminated in writing by either party.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State/Country], without regard to its conflict of laws principles.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral.

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Vendor Signature

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Company Signature

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_